

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W33SJG-2127-3392		PAGE 1 OF 28	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW21-02-Q-0052	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME EDWINA S FRAYALL		b. TELEPHONE NUMBER (No Collect Calls) (912) 652-5987		6. SOLICITATION ISSUE DATE 16-Aug-2002	
9. ISSUED BY CODE ESF  US ARMY ENGINEER DISTRICT SAVANNAH ATTN: CT-P/EDWINA FRAYALL 100 WEST OGLETHORPE AVE SAVANNAH GA 31401-3640  TEL: (912) 652-5987 FAX: (912) 652-6059		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 3533 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
				13b. RATING			
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO GEO/HYDROGEO & HTRW DESIGN SEC CESAS-EN-GG 100 W. OGLETHORPE AVE PO BOX 889 SAVANNAH GA 31402 TEL: FAX:		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

QUOTATION ENVELOPE SHOULD READ AS FOLLOWS:

DACW21-02-Q-0052 (ESF)  
Truck Mounted Direct-Push Probe Unit  
Savannah, GA

A copy of this Request for Quotation and Scope of Work are available electronically on the Internet at the following web site: <https://ebs.sas.usace.army.mil>

**NOTE 1:** Effective October 01, 2000 the North American Industry Classification System (NAICS) is replacing Standard Industrial Classification (SIC). The SIC Code for this action 3533 and the NAICS Code 333132, the size standard is 500 employees.

**NOTE 2:** The taxpayer identification number may be used by the Government to collect and report on any delinquent amounts arising out of the contractor's relationship with the Government.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each	\$ _____	\$ _____

TRUCK-MOUNTED DIRECT-PUSH UNIT STORAGE BOX, AND  
PERCUSSION HAMMER

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each	\$ _____	\$ _____

WIRELESS CPT SYSTEM

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each	\$ _____	\$ _____

1.5" ACCESSORY TOOL PACKAGE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each	\$ _____	\$ _____

3.25" DIAMETER PROBE ROD SYSTEM

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Each	\$ _____	\$ _____

PID WITH GAS DRYER FOR THE MIP SYSTEM

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Each	\$ _____	\$ _____

MACRO CORE CONTINUOUS SOIL SAMPLING SYSTEM

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Each	\$ _____	\$ _____

SCREENPOINT 16 GROUNDWATER SAMPLING SYSTEM

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lump Sum	\$ _____	\$ _____

SHIPPING/HANDLING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lump Sum	\$ _____	\$ _____

TRAINING

TOTAL AMOUNT: \$ \_\_\_\_\_

## CLAUSES INCORPORATED BY REFERENCE

52.212-4                      Contract Terms and Conditions--Commercial Items                      FEB 2002

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-1      INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3;
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) price and (2) technical capability.

(End of clause)

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--



(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

## (5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

NA (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

NA (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

NA (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

NA (ii) Alternate I to 52.219-5.

NA (iii) Alternate II to 52.219-5.

XX (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

NA (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

XX (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

NA (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

NA (ii) Alternate I of 52.219-23.

NA (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

XX (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).



\_NA\_ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

\_NA\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_NA\_ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

\_NA\_ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_NA\_ (ii) Alternate I of 52.225-3.

\_NA\_ (iii) Alternate II of 52.225-3.

\_NA\_ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_NA\_ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_NA\_ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_NA\_ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

\_XX\_ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

\_NA\_ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

\_NA\_ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_NA\_ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_NA\_ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

\_NA\_ Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

\_NA\_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

\_NA\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

\_NA\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_NA\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_NA\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

#### 52.239-4001 Year 2000 Compliance

The contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined as follows: Year 2000 compliant means with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information, used in combination with the information technology being acquired, properly exchanges date/time data with it.

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hilliar.mil>  
<http://www.dtic.mil/dfars>

(End of provision)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://farsite.hilliar.mil>  
<http://www.dtic.mil/dfars>

(End of clause)

**252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)****(a) Definitions.**

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

NA 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

NA 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

NA 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

NA 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

\_XX\_ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

\_NA\_ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C.10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

\_XX\_ 252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).

\_NA\_ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

\_NA\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

\_NA\_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (\_NA\_Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

\_NA\_ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

\_NA\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

\_NA\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

\_NA\_ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

\_NA\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (\_NA\_Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_NA\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

\_NA\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

\_NA\_ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

\_XX\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_NA\_Alternate I) (MAR 2000) (\_NA\_Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).

\_NA\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631). 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE  
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

\_\_\_\_\_

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

\_\_\_\_\_

(End of provision)

**SPECIFICATIONS FOR AN ENCLOSED TRUCK-MOUNTED  
DIRECT PUSH SAMPLING MACHINE  
EQUIPPED WITH A PERCUSSION HAMMER,  
PID WITH GAS DRYER FOR MIP PROBE, AND  
A WIRELESS CONE PENETRATION TEST (CPT) SYSTEM**

**1. Truck-Mounted Direct-Push Probe Unit and Percussion Hammer**

Truck Carrier Vehicle

The contractor shall supply a Ford F550 (or equivalent) crew cab (front and rear seats with four passenger doors) and chassis truck, which will act as the carrier vehicle for the direct-push sampling machine. The truck will be equipped with at least a 7.3-liter powerstroke diesel engine, a 6-speed manual transmission, four-wheel drive, dual rear wheels, 4.88 ratio rear axel, 17,500 lbs. GVWR package, speed control, tilt wheel, air conditioning, AM/FM/CD radio, and a wheelbase of 165 inches. The carrier truck must include a split-shaft hydraulic power conversion package to power the direct push sampling machine and leveling jacks. The hydraulic conversion package must provide hydraulic and electrical power to the probe unit and jacks from the carrier truck without including a secondary engine and must be operated remotely from the cab of the carrier truck. The hydraulic conversion package must include installation of a secondary transmission directly in line with the carrier truck's existing rear axel drive shaft that couples to a high-flow pressure compensating hydraulic pump rated at 30 gpm. It must also include mounting brackets, drive-line, control cable, hydraulic tank, oil filter, oil cooler, high-pressure by-pass, high-flow hydraulic lines, 12-volt electrical harness, operator safety system, and auxiliary hydraulic connections.

The carrier truck cab and chassis will also be equipped with a heavy duty steel flatbed unit mounted directly to the truck body and chassis. The heavy duty flatbed must be 11 feet in length and 8 feet in width and must include a steel treadplate deck, support structures for mounting the direct-push probe unit and for mounting of underbody storage racks, and probe unit bolt down locations. It must be designed to accept an enclosed equipment box for the probe unit and include integrated in-frame tool storage locations. A heavy-duty rear suspension kit must be added to the truck in order to carry the weight of the direct-push unit and associated equipment. A full-leaf, wrap-around spring will be added to each side of the rear suspension on the carrier vehicle to provide additional stabilization and level positioning to the rear of the vehicle. Two storage racks will be installed on the under side of the heavy-duty flatbed in front of the rear axel of the carrier vehicle. One rack will be installed on the passenger side and one the drivers side. The racks must be designed to carry 60" long augers and probe rods in a lockable manner for road transportation.

Direct-Push Probe Unit

The contractor must supply a direct-push probe unit mounted on the above specified track carrier. The direct-push probe unit shall have a 5-inch diameter main cylinder with at least a 66-

inch stroke. The probe unit shall supply at least 32,000 lbs. of down force and at least 42,000 lbs. of pulling force at 2,100 psi. This amount of force is needed to drive and retract sampling rods of up to 3.25 inches in diameter at depths of up to 70 feet. The probe unit shall be equipped with four separate hydraulic cylinders for movement and displacement of the probe; a folding cylinder to fold the probe unit back and forth, a foot cylinder to move the derrick up and down, a lateral swing cylinder to move the probe unit side to side, and an extension cylinder to displace the probe unit in and out a distance of 15 inches. The probe unit shall be equipped with a two-speed pull cylinder. On low speed (full pulling power), the probe unit will pull rods the full stroke (66 inches) in approximately 10 seconds. On high speed, the probe unit shall cycle from bottom to top in less than 5 seconds. The probe unit shall be equipped with a bank of controls for the four probe-movement cylinders, and an arrangement of high-flow valves to control the probe cylinder, hammer, hammer rotation, and high-torque auger head. An overhead mast with a hydraulic winch must be included as part of the probe unit. The lifting capacity of the winch must be 3,000 pounds and include a 12-foot overhead steel mast with a swivel tophead, 40 feet of wire cable, a swivel hook and quick-connect hydraulic lines.

#### Percussion Drive Hammer

The direct push sampling machine shall be equipped with a percussion drive hammer to drive and pull probe rods, up to 3.25 inches in diameter, to depths of 70 feet. The percussion hammer shall hit the probe rods at a rate of 1,900 blows per minute and deliver forces in excess of 20,000 pounds per blow to the top of the probe rods. The percussion hammer shall have two integrated rod pulling systems for removal of the probe rods from the subsurface. The first rod-pulling system shall be a built-in rod grip assembly used in conjunction with a dynamic grip lever to extract 1.25", 2.125", or 3.25" diameter probe rods. The second pulling system shall be a pivoting hammer latch attached to the percussion hammer for direct connection to the top of the probe rods.

The percussion hammer shall also be equipped with an auger head attachment. The auger head attachment shall be designed to operate with the direct push probe unit and percussion hammer. The auger head shall swing out of the mounting system and allow the operator to switch from a direct push activity to augering in less than 5 minutes. The auger head shall be a planetary final drive head rated at minimum of 2,000 ft. lbs. of torque at 3,000 psi with a 4,000 lbs. thrust rating. The auger head shall be capable of turning 4.25" diameter hollow stem augers to depths of 70 feet in unconsolidated materials. The auger head shall be bi-directional and controlled with an independent hydraulic valve located on the probing unit control panel.

#### Probe Unit Equipment Box

The contractor must supply a probe unit equipment box that is designed to attach to the carrier truck and heavy-duty flatbed. The equipment box must enclose the probe unit as well as provide security and storage capabilities. The equipment box must have approximate dimensions of 87 inches high by 96 inches wide by 138 inches long. The storage box must be constructed of aluminum walls with a translucent roof. The box must also be equipped with a roll-up rear door, two flip-up side doors (one per side), two swing out side doors (one per side), lockable doors,



two rear access storage compartments, a hydraulic oil cooler mounting system, DOT lighting package, rear and side grab handles, and mud flaps. The vehicle exhaust system must be configured to a stack system that carries exhaust gas up a stack pipe to exit above the carrier vehicle and the probe storage box. A two-inch rear receiver hitch rated at 10,000 pounds pulling capacity must be attached to the rear of the heavy-duty flatbed for pulling various trailers, as needed. A trailer towing light kit must also be included.

The equipment box must also include a rod rack assembly for storage of probe rods. The rack assembly must include one driver's side rod rack, one passenger's side rod rack and one overhead rack for storage of lightweight expendable supplies. Two drop down worktables must be installed on either side of storage box. The worktables must be able to stow neatly in the storage box, and be constructed with a steel frame and durable, plastic tabletop. A potable water transportation tank must be installed in the storage box. The water tank must have a minimum capacity of 40 gallons and be equipped with a 12-volt low-pressure pump rated at 2.8 gpm. The water tank must be insulated, have a remote fill location with a gravity-flow line and have a flow-control valve. Two 12 volt halogen exterior work lights need to be installed in the rear panel of the storage box. Installation must include wiring, mounting, and an in-line switch. Four 12-volt interior compartment lights must be installed within the storage box to provide for illumination of the compartment storage areas. A 1600-watt minimum rotary line type generator must be installed in the storage box. The unit must operate on 12 volts dc supply, 1600-watt output and 110-vac output. The generator must have an auto start and stop a stand-alone battery and a generator system isolator. Three power outlets must be located on the carrier vehicle body and storage box with at least one outlet on each side the vehicle.

Two multi-drawer toolboxes must be installed in the probe storage box, one on each side of the storage box. Each toolbox will be approximately 16 inches wide by 18 inches deep by 35 inches tall and shall include six lockable drawers. A 4-inch machine vise must also be installed in the working area of the storage box.

## **2. Wireless Cone Penetration Test (CPT) System**

The direct-push sampling machine shall be equipped with a wireless CPT system for the determination of in situ soil type and measurement of pore pressure. The wireless CPT system shall include: two CPT probes and a sound transmitter, computer interface and display software, a depth stringpot, a CPT microphone, interpretative data software, a CPT saturation kit, and a speed control valve kit installed on the probe unit.

The CPT probes must be equipped with individual sensors for point resistance, sleeve friction, pore pressure, and tilt. The probes must be temperature compensated. The sound transmitter must thread directly onto the CPT probe to generate a carrier signal up the rods.

The computer interface unit must read all of the CPT probe and stringpot data and transmit it to a laptop computer. The interface unit must operate off a 12-volt power source.

The display software must be capable of running under Windows 2000 operating system. The software must provide real-time display of point resistance, sleeve friction, pore pressure, tilt angle, penetration speed, and pore pressure dissipation testing.

The depth string pot must be mounted on the direct push unit and provide an electrical signal to the computer interface unit.

The CPT microphone must be a 20-ton microphone that is mounted from the anvil retainer cap on the direct push unit. The microphone must connect to the computer interface unit for data collection and processing.

The CPT interpretative software must be capable of running on Windows 2000 operating system and be designed to evaluate the results of CPT tests. This will include performing soil classification and soil strength estimation, as well as providing graphing and printing functions.

A CPT saturation kit is needed to de-air the CPT tips and pore pressure filters. The kit must include a vacuum dessicator capable of holding a 29" Hg vacuum, a hand-operated vacuum pump capable of holding a 25" Hg vacuum, and a length of silicon tubing.

A speed control valve must be installed on the direct push unit that advances the rods at a constant rate of 2 cm/s in order to meet the ASTM requirements for CPT data collection.

### **3. 1.5" Accessory Tool Package**

The contractor must supply an accessory tool package. The package must be designed to operate with the direct-push probe unit. This package must include the tools and probe accessory pieces necessary to configure the probing unit to accept various soil, soil gas, and ground-water samplers and tool strings. The package must include the following:

20 Probe Rods, 1.5" x 60"	2 Probe Rods, 1.5" x 24"
2 Probe Rods, 1.5" x 12"	2 Retainer Caps GH60
2 Drive Caps (1.5" Rod) Threadless	2 Pull Caps (1.5" Rod)
1 Rod Extractor	16 Extension Rods (60" Length)
4 Extension Rod Centering Plugs	16 Extension Rod Couplers
16 Extension Rod "Quick Link" Couplers	2 Extension Rod Handles
1 Extension Rod Jig	1 Cleaning Brush – Thread
1 Tool Box – Small Parts	1 Crescent Wrench – 6"
1 Crescent Wrench – 10"	2 Vise Grips – 10"
2 Slotted Pull Caps – 1.5" Rods	2 Nylon Brushes for 1.5" Rods
1 Thread Chaser – 1.5" Rod	1 Handle Pull Grip 1.5" Rods
2 Drill Steel 48" x 1.5"	2 Drive Cap Drill Steel
1 Drill Bit – 4"	1 O.D. Pre-Probe – 2.5"
1 12" O.D. x 13" Concrete Coring System	

### **4. 3.25" Diameter Probe Rod System**

The contractor must supply a 3.25" diameter probe rod system with sufficient tooling and rods to reach a sampling depth of 100 feet below ground surface. The package must be designed to operate with the direct-push probe unit and must accept and drive various soil and ground-water samplers and tool strings. This package shall include:

12 3.25" x 60" Probe Rod	2 3.25" x 60" Exp. Point Holder
2 3.25" Drive Cap	2 3.25" Threaded Solid Drive Point
20 3.25" Expendable Point	2 3.25" Expendable Point O-Rings
1 3.25" Pull Handle	2 3.25" Probe Rod O-Rings

## **5. Photoionization Detector with Gas Dryer for Membrane Interface Probe System**

The contractor will supply a photoionization detector (PID) with a gas drying system for use with the Membrane Interface Probe (MIP) system. Since the effluent gas from the membrane interface has a high water vapor content that is detrimental to the sensitivity of a PID, the contractor will equip the PID with a commercial-grade dryer that will selectively remove water from the influent gas without loss of hydrocarbon or chlorinated hydrocarbon analytes.

This system shall include a model PI-52 Gas Chromatography Detector (or equivalent) mounted in a metal case, the detector controller, a 24-inch nafion membrane gas dryer, a valve for control of the dryer-gas flow, and all plumbing and hardware for connection of the detector to the MIP system. The supplied detector lamp shall have an ionization potential of 10.2 electron volts.

When coupled with a MIP system, this detector shall typically give sensitivities of 1 ppm for benzene and 10 ppm for PCE when immersed in aqueous standards. For field use, this detector is connected to the MIP effluent line and to a source of dry carrier gas for operation of the dryer. Typical carrier gas flows shall be 30ml/min to the MIP and 60ml/min to the dryer. The detector shall have a 0-volt to 5-volt output for connection to the MIP data acquisition system. Effluent gas flow from the PID shall be able to be directed to an existing FID detector system currently in use with the MIP system.

## **6. Macro Core Continuous Soil Sampling System**

The contractor must supply a macro core (MC) soil sampling system. This system is used to collect 1.5-inch diameter by 45-inch long continuous soil cores. The system must be designed to operate with the direct-push probe unit. The MC sampler must have a hardened steel cutting shoe attached to a removable clear PVC liner. The system must include the following:

4 MC Drive Head – 1.5" Rods	4 MC Sample Tube – 60"
4 MC Cutting Shoe	4 MC Cutting Shoe (Undersize)
4 MC Piston Rod Point Assembly – 60"	4 MC Piston Rod/Stop Pin Asm.
4 MC Stop-Pin Assembly & O-ring	2 MC Quick Link Kit
2 MC Brush	2 MC HD PVC Liners (Box of 66)
2 Boxes MC Vinyl End Caps (66 pair)	2 MC Combination Wrench

- |  |                                   |
|--|-----------------------------------|
| 1 MC Liner Cutter Kit – 60”              | 1 MC Circular Cutting Tool        |
| 1 Tap and Dye set for Left Hand Stop Pin | 1 Tap and Dye set for Drive Heads |
| 4 MC Tips for Regular Cutting Shoe       | 4 MC Tips for Undersized Shoe     |

## **7. ScreenPoint 16 Groundwater Sampling System**

The contractor must supply a ScreenPoint (SP) 16 groundwater sampling system. This system is used to collect discrete and grab ground-water samples from depths of up to 100 feet below ground surface. The system must be designed to operate with the direct-push probe unit. The system must include the following:

- |                                |                                       |
|--------------------------------|---------------------------------------|
| 4 SP16 Sampler Sheaths – 48”   | 4 Stainless Steel Screens 4 Slot Size |
| 4 SP16 Drive Heads – 1.5” Rods | 2 SP16 O-Ring Kits                    |
| 4 SP16 Screen Push Adapters    | 4 SP16 Grout Plug Push Adapters       |
| 2 Packages PVC Grout Plugs     | 2 Boxes Expendable Steel Points       |
| 2 Cleaning Brushes             | 5 Stainless Steel Check Valves        |

## **8. Delivery**

The contractor will deliver the vehicle and all equipment to USACE, Savannah District, Hutchinson Island, Savannah, Georgia within 90 days of notice to proceed. The contractor must coordinate delivery with EN-GG personnel prior to delivery to Hutchinson Island.

## **9. Training**

The contractor will provide instruction and training in the operation and maintenance of the vehicle, direct-push probe unit, leveling jacks, CPT system, PID/MIP system, and all of the sampling subsystems. The training will be held at USACE, Savannah District, Savannah, Georgia immediately after delivery of the vehicle and sampling systems. Up to four (4) people from USACE, Savannah District will attend a two day training/orientation session.

## **10. Warranty**

The contractor shall provide a standard 1-year warranty against material defects and workmanship. The CPT and PID system shall each have 6-month warranty against defects in materials and workmanship under normal use and service.